

Memorandum of Understanding between the Tanacross Village Council and the U.S. Army Alaska

Section I Purpose

This Memorandum of Understanding (MOU) is entered into between the U.S. Army Alaska (USARAK) and the Tanacross Village Council (TVC) acting on behalf of the members of the Athapaskan Tribe of Tanacross, Alaska. This document is intended to prescribe the Government-to-Government working relationship between USARAK and TVC. It is the goal of this document to establish how government to government relations will be conducted consistent with Federal laws and regulations, Department of Defense and Department of Army Policies, and Presidential Memorandums and Executive Orders.

Section II Authorities

The authorities for this agreement are applicable portions of the Department of Defense American Indian and Alaska Native Policy, dated October 20, 1998, Executive Order 12898, "Environmental Justice," Executive Order 13007, "Indian Sacred Sites," Executive Order 13021, "Tribal Colleges and Universities," Executive Memorandum; "Government to Government Relations with Native American Tribal Governments," dated 29 April 1994, and Executive Order 13175, "Consultation and Coordination with Indian Tribal Governments," and other Executive Orders and Federal Policies.

Section III Guiding Principles

- To build a stable and enduring relationship between TVC and USARAK.
- Engage in open and timely communication by working together to enhance and foster communication.
- The USARAK and the TVC enter into this understanding in recognition of TVC tribal sovereignty and the importance of USARAK and TVC responsibilities to the Native Community.
- The USARAK will provide TVC with timely notice of proposed activities or projects that may have the potential to affect protected tribal resources, tribal rights, or Indian lands. The USARAK shall consult with the TVC prior to reaching decisions on matters that may have the potential to affect protected tribal resources, tribal rights, or Indian lands.
- The USARAK and the TVC shall consult in good faith throughout the decision-making process. The USARAK will duly consider TVC comments on its proposed activities or projects and will assess the effect of its proposed activities or projects on protected tribal resources, tribal rights, and Indian lands before making decisions or taking action on those proposals.
- To the extent practicable and consistent with the USARAK mission and applicable legal requirements, the USARAK shall accommodate tribal member access to and protection of sacred sites, fishing, hunting, and gathering sites located on property owned or controlled by the USARAK.

- The TVC and USARAK agree to designate one representative (Government-to-Government Program Manager) of each organization that will be the conduit for sharing information with one another and for coordinating activities under this MOU.
- The Department of Defense American Indian and Alaska Native Policy, dated October 20, 1998, shall apply. Terms used in this MOU shall have the same meaning as used in the DoD American Indian and Alaska Native Policy.
- The USARAK recognizes that the TVC is a sovereign tribe, with the right to set its priorities, develop and manage tribal and trust resources, and be involved in Federal decisions or activities that have the potential to affect these rights. The TVC retains inherent powers of self-government.
- The USARAK will search for ways to involve the TVC in programs, projects, and other activities that build economic capacity and foster abilities to manage TVC resources while preserving its cultural identity.
- The USARAK and the TVC will work together to evaluate opportunities for the TVC to obtain excess and surplus USARAK property.

Section IV Dispute Resolution

- A. The Program Managers shall be the primary points of contact to coordinate all activities under this agreement, including the resolution of disputes. It is the intention of the parties that all disputes shall be resolved at the lowest possible level of authority as expeditiously as possible within the following framework. The times permitted for resolving disputes may be extended if both parties agree.
- (1) If the Program Managers are unable to agree on a matter, the matter shall be referred in writing as soon as practicable, and within 30 calendar days, to the Director of Public Works, USARAK, and the Director of Environmental and Natural Resources Program, TVC.
 - (2) If the Director of Public Works, USARAK, and the Director of Environmental and Natural Resources Program, TVC, are unable to agree within 30 calendar days of receipt of written notification of a dispute, the matter shall be brought to the attention of the Garrison Commander, USARAK and the President of TVC in writing.
 - (3) At anytime in this dispute resolution, either party may invite the Tanana Chiefs Conference, Inc.'s (TCC) Anthropologist within the Community and Natural Resources Department, as authorized by TCC Resolution 2037, to facilitate in the process.
- B. It is the intention of the parties that all disputes shall be resolved in the manner described within. Alternative dispute resolution methods may be used. In the event that the Garrison Commander, USARAK and the President of TVC are unable to resolve a dispute, they retain any other rights they may have to seek resolution under applicable law.

Section V Amendment

The TVC or the USARAK may request that this MOU be amended, whereupon they will consult to consider such amendment. No amendment shall take effect until both parties have executed it.

Section VI Termination

Tanacross Village Council or USARAK may propose to terminate this MOU by providing 30-calendar days notice to the other signatory explaining the reason for the proposed termination. If both parties agree with termination, this MOU will then be terminated. If one of the parties objects to termination, both parties will consult during this period to seek agreement on amendments or other actions to avoid termination. If agreement cannot be reached in 120-calendar days of consultation, the MOU will be terminated.


Section VII Duration

This MOU shall become effective upon execution by USARAK and TVC and shall remain in effect until terminated in accordance with Section VI or 5 years after it becomes effective.

Section VIII Award and Payment of Funds

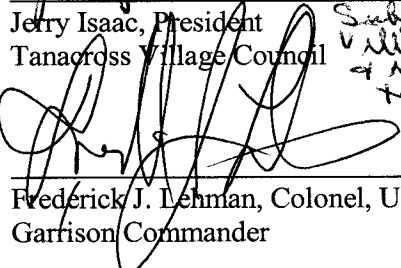
- A. This Understanding is neither a fiscal or funds obligation document. Nothing in this Understanding shall be interpreted to require any obligation or payments of funds in violation of the Anti-deficiency Act (31 U.S. 1341). Any activity, action, endeavor, or undertaking involving reimbursement or contribution of funds by the USARAK to TVC will be performed in accordance with applicable laws, and will be handled in accordance with the terms and conditions of contracts or other mechanism that may prescribe payment of funds.
- B. Nothing in this Understanding shall obligate the Air Force to award any contract or enter into any program that may provide funds to the TVC. There is nothing in this Understanding that restricts the USARAK from participating in similar activities or arrangement with other community entities. To the extent that the TVC or its subsidiaries are capable of performing an activity for the USARAK, and to the extent that TVC involvement complies with applicable law, the USARAK will search for ways to involve the TVC or its subsidiaries in USARAK actions that will benefit the USARAK and TVC.

Execution and Implementation of the MOU evidences that USARAK and TVC commit to building a stable relationship between the two parties through effective communications.


Jerry Isaac, President
Tanacross Village Council

Subject to Tanacross Village Council confirmation & ratification in a meeting to be held on 2-6-01

2-5-01
Date


Frederick J. Lehman, Colonel, U.S. Army
Garrison Commander

5 Feb 01
Date